

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

LUV N' CARE, LTD. and
ADMAR INTERNATIONAL, INC.,

Plaintiffs,

v.

ROYAL KING INFANT PRODUCTS CO,
LTD. and DALBIR SINGH KHURANA,

Defendants.

Civil Action No. 2:10-cv-00461-JRG-RSP

VERDICT FORM

WE, THE JURY, unanimously answer the questions submitted by the Court as follows:

1. Did Plaintiffs Luv N' Care and Admar prove by a preponderance of the evidence that, for those products described and shown in Exhibit A to the Settlement Agreement between the parties and dated June 22, 2009, which products are referred to as the "Settlement Products," Defendant Royal King violated Paragraph 1 of the Settlement Agreement by under-reporting sales and underpaying royalties as regard the Settlement Products for the period before July 22, 2009?

YES ☒ NO ☐

2. Did Luv N' Care and Admar prove by a preponderance of the evidence that Royal King violated Paragraph 6 of the Settlement Agreement by selling versions of the Settlement Products that were likely to cause confusion with Luv N' Care's products for the period after June 22, 2009 ?

YES ☒ NO ☐

3. Did Luv N' Care and Admar prove by a preponderance of the evidence that Royal King engaged in intentional interference with Luv N' Care and/or Admar's existing or prospective contractual or business relations regarding any of Luv N' Care and/or Admar's customers?

YES _____ NO ✓

If your answer to any of Questions 1, 2 and 3 is "Yes," then proceed to Question 4. If none of your answer to Questions 1, 2 and 3 is "Yes," then proceed to Question 7.

4. What amount of money, if paid now, if any, would adequately compensate Plaintiffs Luv N' Care and Admar as to each claim listed below:

A. Breach of Contract

\$ ~~8.4~~^{TB} 10.0 Million (Ten Million U.S. Dollars)

B. Intentional Interference

\$ Ø

If you have answered Question 4B with an amount of money, answer Question 5. If not, then proceed to Question 7.

5. Have Luv N' Care and Admar proven by clear and convincing evidence that punitive damages should be awarded against Royal King based upon Luv N' Care and Admar's intentional interference claim?

YES _____ NO _____

If your answer to Question 5 is "Yes," then proceed to Question 6. If your answer to Question 5 is "No," then proceed to Question 7.

6. State the total amount of punitive damages, if any, in dollars and cents, that you find should be paid by Royal King to Luv N' Care and Admar.

\$ _____

7. Has Royal King proven by a preponderance of the evidence that Luv N' Care and/or Admar breached the Settlement Agreement by filing the instant lawsuit seeking recovery for claims that were released in the Settlement Agreement?

YES _____ NO ✓

8. Has Royal King proven by a preponderance of the evidence that Luv N' Care and/or Admar engaged in intentional interference with Royal King's existing or prospective contractual or business relations regarding any of Royal King's customers?

YES ✓ NO _____

If your answer to any of Questions 7 and 8 is "Yes," then proceed to Question 9. If none of your answer to Questions 7 and 8 is "Yes," then have your foreperson sign and date the form.

9. What amount of money, if paid now, if any, would adequately compensate Defendant Royal King as to each claim listed below:

A. Breach of Contract

\$ Ø

B. Intentional Interference

\$ Ø

If you have answered Question 9B with an amount of money, answer Question 10. If not, then have your foreperson sign and date the form.

10. Has Royal King proven by clear and convincing evidence that punitive damages should be awarded against Luv N' Care and Admar based upon Royal King's intentional interference claim?

YES _____ NO _____

If your answer to Question 10 is "Yes," then proceed to Question 11. If your answer to Question 10 is "No," then have your foreperson sign and date the form.

11. State the total amount of punitive damages, if any, in dollars and cents, that you find should be paid by Luv N' Care and Admar to Royal King.

\$ _____

INSTRUCTION: *Please sign this verdict form.*

DATE: 10/10/13

Presiding Juror

